

WAG LABS, INC.
8560 Sunset Boulevard
Los Angeles, CA 90069

12/11/2018

Dear Liz Edmunds:

This letter (the “Agreement”) confirms the understanding between you and Wag Labs, Inc. (the “Company”) regarding an incident which took place on or about November 24th, 2018 (the “Incident”).

A. Settlement Payment. In consideration for your agreeing to the terms and conditions of this Agreement, the Company will pay you \$59.25 and \$150.00 in Wag! credits after you sign and return a copy of this Agreement to the undersigned.

B. Release of All Claims. In consideration for the settlement payment described above, to the fullest extent permitted by law, you hereby waive, release and promise never to assert any claims or causes of action, whether or not now known, against the Company or its predecessors, successors, past or present subsidiaries, affiliates, stockholders, directors, officers, employees, contractors (including walkers or sitters), consultants, attorneys, insurers, agents and assigns, with respect to any matter, including but not limited to, claims for damages of any kind which relate in any way to the Incident. This release includes, without limitation, any and all claims for negligence, emotional distress, defamation, invasion of privacy, trespass, theft, injury, loss, fraud, breach of contract, breach of the covenant of good faith and fair dealing, and losses or damages of any kind or nature, whether incurred yet or not.

C. Waiver. You expressly waive and release any and all rights and benefits under Section 1542 of the California Civil Code (or any analogous law of any other state), which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

D. No Admission. Nothing contained in this Agreement will constitute or be treated as an admission by you or the Company of liability, any wrongdoing or any violation of law.

E. Entire Agreement; Amendment. This Agreement supersedes any prior agreement between you and the Company relating to the Incident and constitutes the entire agreement between you and the Company regarding the subject matter of this

Agreement. This Agreement may be modified only in a written document signed by you and a duly authorized officer of the Company.

F. **Confidentiality of Agreement.** You agree that you will not disclose to any third parties the existence or terms of this Agreement or the circumstances related thereto, except that you may disclose such information to your spouse, attorney, tax advisor or government agencies if such individuals and/or entities agree that they will not disclose to any other third parties the existence or terms of this Agreement or the circumstances related thereto, except as required by law.

G. **No Disparagement.** You agree that you will not make any negative or disparaging statements (orally or in writing) about the Company, its stockholders, directors, officers, employees or contractors (including walkers or sitters), consultants, attorneys, insurers, agents and assigns or any associated details or information about the Incident and the Company's services or business practices, except as required by law. The foregoing includes any internet, mobile or social media postings, and you agree to immediately delete and remove any such existing statements or content.

H. **Severability.** If any term of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternate way to achieve the same result.

I. **Choice of Law.** This Agreement will be construed and interpreted in accordance with the laws of the State of California without regard to its choice-of-law principles.

J. **Execution.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one agreement. Execution of an electronic, pdf or facsimile copy will have the same force and effect as execution of an original, and such will be deemed an original and valid signature.

Please indicate your agreement with the above terms by signing below and returning this Agreement to the undersigned within seven (7) days.

Very truly yours,

WAG LABS, INC.

By:

I agree to the terms of this Agreement, and I am voluntarily signing this release of all claims. I acknowledge that I have read and understand this Agreement, and I understand that I cannot pursue any of the claims and rights that I have waived in this Agreement at any time in the future.

Signature of Liz Edmunds _____

Dated: _____